



Edmund G. Brown Jr., Governor  
State of California  
Health and Human Services Agency

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September 26, 2012

**REQUEST FOR PROPOSALS (RFP)**  
**CALIFORNIA HEALTH CONSUMER ASSISTANCE PARTNERSHIP**  
**RFP No. 12MC-SA004**  
**Addendum 1**

You are invited to review and respond to this Request for Proposals entitled "California Health Consumer Assistance Partnership". Potential proposers are encouraged to download the solicitation package as well as any future addendums from BidSync at: <https://www.bidsync.com/>. In submitting your proposal, you must comply with the instructions found herein. The deadline for submitting proposals is October 19, 2012.

The Department of Managed Health Care (DMHC), in conjunction with the California Department of Insurance (CDI), is soliciting proposals from qualified entities to provide services to California's uninsured consumers, and to consumers needing assistance with health coverage issues. It is anticipated that the contract(s) will begin on December 1, 2012 and end on November 30, 2014.

The Small Business Preference and other preference programs apply to this solicitation. The DVBE participation requirement has been waived; however, the DVBE Incentive Program will apply for this solicitation.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site: [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of DMHC, this RFP is complete. However, if you have questions, or need clarifying information, the contact person for this RFP is:

Rose Deguchi  
DMHC Contract Manager  
[rdeguchi@dmhc.ca.gov](mailto:rdeguchi@dmhc.ca.gov)  
916-445-1766

Please note that ***no verbal*** information given will be binding upon the State unless such information is issued in writing as an official addendum.

## TABLE OF CONTENTS

A. PURPOSE .....	2
B. BACKGROUND .....	2
C. SCOPE OF WORK .....	3
D. MINIMUM QUALIFICATIONS .....	8
E. PROPOSAL REQUIREMENTS AND INFORMATION .....	8
1) Key Action Dates .....	8
2) Optional Pre-Proposal Conference .....	9
3) Work Plan and Work Schedule Requirements .....	9
4) Cost Proposal Format and Requirements .....	10
5) Submission of Proposal .....	10
6) Disposition of Proposals .....	12
7) Evaluation Process and Criteria .....	12
8) Award and Protest .....	15
9) Agreement Execution and Performance .....	16
F. PREFERENCE PROGRAMS .....	16
G. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE PROGRAM .....	17
H. ATTACHMENTS .....	19
ATTACHMENT 1 - Regional Break-Down of Awards .....	19
ATTACHMENT 2 – Required Attachment Check List .....	20
ATTACHMENT 3 – Proposal/Proposer Certification Sheet .....	21
ATTACHMENT 4 – Minimum Qualifications Certification .....	23
ATTACHMENT 5 – Debarment Certification Form .....	24
ATTACHMENT 6 – Work Plan .....	25
ATTACHMENT 7 – Cost Proposal .....	26
ATTACHMENT 8 – Iran Contracting Act Certification .....	27
ATTACHMENT 9 – DVBE Incentive Application Request* .....	28
ATTACHMENT 10 - DARFUR Contracting Act Certification .....	30
ATTACHMENT 11 – Small Business Preference* .....	30
ATTACHMENT 12 – Non-Small Business Subcontractor Preference* .....	30
ATTACHMENT 13 – Target Area Contract Preference Act (TACPA)* .....	30
ATTACHMENT 14 – Enterprise Zone Act (EZA)* .....	30
ATTACHMENT 15 – Local Agency Military Base Recovery Area (LAMBRA) Act (if applicable) .....	30
I. SAMPLE AGREEMENT .....	31
EXHIBIT A – Scope of Work .....	32
EXHIBIT B – Budget Detail and Payment Provisions .....	33
EXHIBIT C – General Terms and Conditions .....	34
EXHIBIT D – Special Terms and Conditions .....	35
EXHIBIT E – Additional Provisions .....	42
EXHIBIT F – Information Security, Integrity and Confidentiality Terms and Conditions .....	43
ATTACHMENT I – Information Security and Confidentiality Statement (for Contractors) .....	45
ATTACHMENT II – Information Security and Confidentiality Statement (for Employees, Agents and Subcontractors) .....	47
ADDENDUM 1 - Affordable Care Act - Consumer Assistance Program Grant .....	

## A. PURPOSE

The DMHC and CDI are soliciting proposals from qualified entities capable of performing Health Consumer Assistance Services as specified in the "Scope of Work" (Section C) of this Request for Proposals (RFP) and consistent with program requirements outlined in the Affordable Care Act – Consumer Assistance Program Grants Funding Opportunity number CA-CAP-12-002 (CFDA #93.519) issued by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Center for Consumer Information and Insurance Oversight (CCIIO) on June 7, 2012 (see Addendum).

Non-profit private organizations that meet the minimum qualifications are invited to submit proposals either independently or with a coalition to provide assistance to consumers in obtaining health coverage, navigating their health coverage systems, resolving problems accessing care, exercising grievance and appeal rights relative to internal and external health plan appeals, and conducting local education and outreach regarding consumers' health care rights and the availability of local consumer assistance. Organizations are encouraged to partner with others within their regions, as it is the intent of the DMHC and CDI to serve the greatest number of Californians in all parts of the state through a coordinated state-wide effort. If a coalition is included in a proposal, one organization should be designated as the lead organization and the others listed as subcontractors. The lead organization should identify how it will promote coordination among all regions to establish a state-wide consumer assistance program.

The anticipated total amount available in this RFP is between \$2.0 and \$3.9 million. The DMHC and CDI intend to award between one to five contracts in order to provide assistance in each region as described below. (Attachment 1 displays a map of county distribution in each region.) A specific maximum award will be allocated for each of the five regions. Funding allocations are proposed as follows:

**Region 1: Northern - \$237,500 - \$463,124** (Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo, Yuba)

**Region 2: Bay Area - \$331,250 - \$645,938** (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma)

**Region 3: Central - \$456,250 - \$889,688** (Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Monterey, Placer, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, Tuolumne, Ventura)

**Region 4: Los Angeles - \$487,500 - \$950,625** (Los Angeles)

**Region 5: Southern - \$487,500 - \$950,625** (Imperial, Orange, Riverside, San Bernardino, San Diego)

An organization may submit a proposal for more than one region.  
The anticipated term of the agreements is December 1, 2012 through November 30, 2014.

## B. BACKGROUND

The DMHC regulates managed health care plans in California (all HMOs and some PPOs), and protects the rights of approximately 20 million health plan enrollees. The DMHC regulates approximately 90 percent of California's commercial health insurance marketplace and CDI regulates the remaining 10 percent. The Office of the Patient Advocate (OPA) educates private and public health plan members and promotes transparency and quality health care.

## **1. DMHC and CDI Help Centers**

Both the DMHC and CDI operate help centers to assist consumers with their health care issues and to ensure that health plans and insurers licensed under their respective authorities are accountable for providing timely access to necessary health care services and for appropriately addressing enrollee appeals and grievances.

### **DMHC and CDI Help Centers/Consumer Assistance Programs:**

- Provide information and assistance to consumers regarding their grievance and appeal rights and other protections relative to health coverage.
- Review complaints against health plans and insurers, and requests for independent medical review of denied treatments.
- Administer the Independent Medical Review programs applicable to each regulator.
- Monitor health plans and insurers to ensure that they comply with the law and fulfill their obligations to enrollees.
- Where necessary, DMHC and CDI seek appropriate corrective action.
- Identify and seek to address systemic issues based on consumer complaint data to improve the health care delivery system.

More information about the authority and services of DMHC and CDI can be found at [www.dmhc.ca.gov](http://www.dmhc.ca.gov) and at [www.insurance.ca.gov](http://www.insurance.ca.gov).

## **2. Office of the Patient Advocate**

The California Office of the Patient Advocate (OPA) is an office within the California Health and Human Services Agency. In serving all health care consumers of California, OPA is statutorily mandated to:

- Assist consumers who are experiencing problems with their health plans/health coverage programs or in obtaining coverage.
- Publish the annual, internet-based California Health Care Quality Report Card.
- Report on health consumer complaint data from regulators and other government programs.
- Develop consumer education materials and programs.
- Advise state health care regulators regarding consumer issues.
- Collaborate with government and community-based patient advocacy organizations.

## **C. SCOPE OF WORK**

### **1) Overview**

- a) Contractor shall provide services consistent with program requirements outlined in the Affordable Care Act – Consumer Assistance Program Grants Funding Opportunity number CA-CAP-12-002 (CFDA #93.519) issued by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Center for Consumer Information and Insurance Oversight (CCIIO) on June 7, 2012. Contractor shall provide services to California's uninsured consumers to help them obtain coverage and to consumers covered by public and private health plans (including employer-sponsored and individual plans) needing assistance navigating their health care coverage.
- b) Contractor shall provide direct one-on-one case management services and educate consumers about issues related to health coverage. Contractor shall provide the following services:
  - I. Help both uninsured and insured consumers navigate their health insurance coverage options.

- II. Assist consumers with enrollment into health care coverage or with transitioning into health care coverage.
  - III. Provide information about and assist consumers with filing complaints and appeals with the internal appeal or grievance process of a group or individual health plan, health insurance issuer, or public health coverage program.
  - IV. Provide information about and assist consumers with filing complaints and appeals with the external appeal or grievance process of a group or individual health plan, health insurance issuer, or public health coverage program, including assistance with filing external appeals or grievances with the applicable external review entity or regulator.
  - V. Provide consumer education and information about health coverage options available in the State of California.
  - VI. Provide consumer education and information about the Affordable Care Act (ACA), including education about the California Health Benefit Exchange.
- c) Contractor shall provide services without regard to consumers' household income level.
  - d) Contractor shall provide services to consumers with special needs, including, but not limited to: consumers with limited-English proficiency, consumers requiring culturally competent services, consumers with low household income, seniors and consumers with disabilities, and consumers with multiple health conditions, including behavioral health conditions.
  - e) Contractor shall collaborate with other organizations who are awarded funding under this program to collect and report data to the DMHC regarding the consumers assisted as specified in tasks five and six below.

## 2) Tasks

Organization(s) submitting a proposal shall be responsible for creating targeted local outreach strategies and providing consumer assistance case management services to a specific target area while coordinating among all regions. Organization(s) shall work with the DMHC and CDI Help Centers to accept referrals from the DMHC and CDI for uninsured consumers, for consumers who are not enrolled in licensed health plans under the DMHC or CDI jurisdiction, for consumers needing assistance with internal appeals under the DMHC and CDI jurisdiction and for consumers enrolled in or transitioning into Medi-Cal Managed care plans. Organization(s) shall provide consumers with assistance regarding eligibility, enrollment, retention, medical exemptions, continuity of care, and other access and navigation issues involving California's public health programs. The organization(s) shall implement referral protocols for organization staff to refer consumers to the DMHC, CDI or other California regulators or public programs as appropriate.

The key components of the project are:

### Task 1 - Assisting Consumers

Organization(s) must demonstrate experience and ability to provide direct assistance to consumers related to health coverage (in-person, via telephone, and/or via a website or other electronic modes). The proposal must describe how the organization will respond to contacts from consumers, what levels of assistance will be provided for resolution of health care coverage problems, and what informational materials will be used and how they will be disseminated. For organizations that have existing target groups, the proposal will outline how the activities of this contract will be integrated into the other activities of the organization, including serving seniors and persons with disabilities. Proposers must demonstrate the ability to provide services in all

threshold languages identified under the Medi-Cal program. Proposers must have the ability to accept phone calls from consumers needing assistance between the hours of 8:00 am to 5:00 pm Monday through Friday (business hours) and have a method for returning phone calls within 24 hours if business-hour or after-hour calls are overflowed to an answering machine. Proposers must have in-person assistance available during regular business hours (e.g., 8:00 am to 5:00 pm, Monday through Friday).

#### **Task 2 - Referrals from Help Center**

The proposal must include consumer-friendly and efficient referral procedures for DMHC and CDI Help Center agents to use in referring consumers to the organization. Priority shall be given to consumers who are not within the jurisdiction of the DMHC or CDI, consumers who have not participated in health plan or health insurer internal grievance processes, and consumers in public health coverage facing barriers to accessing care.

#### **Task 3 - Education and Outreach**

The proposal must contain a work plan for making consumers, employers, other advocates, local health plans, local health care providers, and the public in general aware of the organization's consumer assistance services. The proposal must also demonstrate how the proposer will use its target group and local area expertise in designing and implementing the work plan. Each selected organization will work with DMHC, CDI and OPA to learn about the outreach materials available from each organization and will distribute those materials at local outreach events. Organizations may utilize their own outreach materials for topics not covered in the OPA, CDI or DMHC materials.

#### **Task 4 - Materials and Training Development**

Organization(s) must demonstrate capacity and experience in developing and updating training materials for in-service staff that encompass all facets of health consumer rights assistance services. Training topics shall include but not be limited to: health coverage rights (including grievance and appeal rights) under employer-sponsored health coverage, individual health coverage, and public health coverage programs including, but not limited to Medi-Cal and Medicare. Materials shall include new health consumer rights as a result of the Affordable Care Act and other California health reforms. Training topics shall include customer service, conflict resolution, crisis de-escalation, interpersonal and problem solving skills, cultural and linguistic awareness, Limited-English Proficiency (LEP) population awareness, and sensitivity awareness to seniors and persons with disabilities and persons who are eligible for both Medicare and Medi-Cal (dual-eligibles).

Organization(s) shall utilize training, outreach and education materials if provided by DMHC, CDI or OPA.

Organizations shall participate in training and informational conference calls provided by the Center for Consumer Information and Insurance Oversight under the federal Consumer Assistance Program grant.

Organization(s) shall ensure that all information intended for consumers uses "Plain Language" best practices and is accessible to persons with disabilities.

Organization(s) shall ensure that all electronic and written information, including web-based information and training materials, is consistent with applicable federal and state laws and regulations.

Organization(s) shall, upon request by the DMHC or CDI, modify electronic and written information and training materials as necessary to ensure consistency with applicable federal and state laws and regulations regarding health care coverage, the Affordable Care Act, health privacy, grievance and appeals processes, and patient rights.

### **Task 5 - Data Collection**

Organization(s) must describe the data collection and reporting capabilities it has to provide DMHC and CCIIO with the following information:

- A. Demographic data, including age, gender, race/ethnicity, county, employment status, disability, and preferred language.
- B. Name of Health Plan.
- C. Name of Medical Group or Independent Practice Association if applicable.
- D. Type of health plan coverage (individual, small group, large group, PCIP, MRMIP, Medi-Cal FFS, Medi-Cal Managed Care, Healthy Families, Medicare, Medicare/Medi-Cal Dual Eligibles, COBRA, CalCOBRA, ERISA self-insured, self-funded non-federal governmental plan, or other if applicable).
- E. Applicable regulator or referral entity (e.g., DMHC, CDI, U.S. Dept. of Labor Employee Benefits Security Administration (EBSA), California Department of Health Care Services (DHCS), California Department of Social Services (DSS), Centers for Medicare and Medicaid Services (CMS), County Mental Health, or other if applicable).
- F. Health condition related to the assistance provided.
- G. Health care treatments and/or other needed services related to the assistance provided.
- H. Type of problem for which assistance is being provided (enrollment, cancellation or termination, claim payment issues, benefit coverage issues, continuity of care with established provider, geographic access problems, timely access problems, language access problems, denials of services or care, coordination of care issues, quality of care issues, and other ACA specific issues as identified in the Federal Consumer Assistance Program Funding Opportunity Number CA-CAP-12-002 (CDFA: 93.519).
- I. Outcome of assistance provided, including outcomes for uninsured consumers and outcomes of internal and external appeals if organization assisted the consumer throughout the internal or external appeal process.
- J. Consumers' dollar savings resulting from assistance provided, if specific claim amounts are known.

### **Task 6 - Reporting to the DMHC**

Contractor shall submit data to DMHC in a manner consistent with the Federal Consumer Assistance Program Funding Opportunity Number CA-CAP-12-002 (CDFA: 93.519) and reporting templates to be provided by CCIIO for the submission of quarterly data and progress reports under the terms and conditions of the Consumer Assistance Program Grant.

#### **Quarterly Data Reports for CCIIO**

Contractor shall submit quarterly consumer assistance data to DMHC for submission to CCIIO utilizing the prescribed CCIIO Templates which will be made available upon contract execution. DMHC will provide the CCIIO Data Base User Manual and CCIIO Data Base Fields documentation and technical assistance and guidance to assist in mapping contractor's data for submission to CCIIO. DMHC will submit the quarterly data reports to CCIIO.

- For the data collection period December 1, 2012 through January 15, 2013, data is due to DMHC February 5, 2013.
- For the data collection period January 16, 2013 through April 15, 2013, data is due to DMHC May 5, 2013.
- For the data collection period, April 16, 2013 through July 15, 2013, data is due to DMHC August 5, 2013.
- For the data collection period July 16, 2013 through August 23, 2013, data is due to DMHC September 8, 2013.

Should the DMHC apply for and receive a no-cost extension of the CAP Grant, contractor shall continue to submit data for submission to CCIIO through the end of the no-cost extension period.

#### **Quarterly Progress Reports for CCIIO**

Contractor shall submit information and data to DMHC for inclusion in required quarterly progress reports to CCIIO. DMHC will prepare and submit the required quarterly progress reports to CCIIO. As of the date of release of this RFP, CCIIO has not finalized the required quarterly and annual reporting templates. Draft report templates for the quarterly progress reports can be located at <http://www.cms.gov/Regulations-and-Guidance/Legislation/PaperworkReductionActof1995/PRA-Listing-Items/CMS1248061.html>. Once finalized by CCIIO, Contractor will be expected to submit information and data to DMHC in compliance with the final reporting template.

- For the progress report period December 1, 2012 through January 15, 2013, information and data is due February 1, 2013 to DMHC.
- For Progress Report Period January 16, 2013 through April 15, 2013, information and data is due May 1, 2013 to DMHC.
- For Progress Report Period April 16, 2013 through July 15, 2013, information and data is due August 1, 2013 to DMHC.
- For Progress Report Period July 16, 2013 through August 23, 2013, information and data is due September 8, 2013 to DMHC.

Should the DMHC apply for and receive a no-cost extension of the CAP Grant, contractor shall continue to submit data for submission to CCIIO through the end of the no-cost extension period.

#### **Annual Reports for CCIIO**

Contractor shall submit information and data to DMHC for inclusion in a required annual report CCIIO. DMHC will prepare and submit the required annual reports to CCIIO. As of the date of release of this RFP, CCIIO has not finalized the required annual reporting templates. Draft report templates for the annual report can be located at <http://www.cms.gov/Regulations-and-Guidance/Legislation/PaperworkReductionActof1995/PRA-Listing-Items/CMS1248061.html>. Once finalized by CCIIO, Contractor will be expected to submit information and data to DMHC in compliance with the final reporting template.

Should the DMHC apply for and receive a no-cost extension of the CAP Grant, Contractor shall continue to submit data for submission to CCIIO through the end of the no-cost extension period.

#### **Monthly Reports for DMHC**

Contractor shall submit to the DMHC a monthly report no later than the 15th of the following month with the following information:

- Total number of consumer assistance contacts and cases received;
- Total number of consumer assistance contacts and cases closed;
- Total number of consumer assistance contacts and cases pending;
- Total number of consumers assisted using the data collection elements described in Task 5 A-J;
- Total number of outreach events in which organization participated with estimated number of attendees at each event;
- Evaluation results regarding the outreach events; and
- Three (3) to five (5) "success" stories highlighting the assistance provided by the organization and the outcome of the assistance provided.

With each monthly report, after the first month's report, Contractor shall provide data in a cumulative manner illustrating data points for each month and contract term-to-date.

Contractor shall provide ad hoc reports at the request of the DMHC within timeframes agreed upon between DMHC and Contractor.



#### **Task 7 - Project Management**

The proposal must contain a plan which demonstrates how Contractors in each region will coordinate and collaborate with Contractors in other regions on a state-wide basis. The proposal must contain a plan for managing all program and fiscal components of the project using generally accepted management and financial standards, and for ensuring that invoices for payment and activity reports are submitted on a timely basis (monthly) in a format designated by the DMHC. The organization(s) should describe how it evaluates the quality and effectiveness of its consumer assistance programs.

#### **D. MINIMUM QUALIFICATIONS**

Organization(s) must have the capacity to successfully work with the DMHC and CDI Help Centers to provide one-on-one consumer assistance case management services to consumers in their geographic/regional areas. Proposers must provide the following:

- 1) Documented history of having been in business in the targeted local geographic area for a minimum of five years.
- 2) Documentation of the non-profit, corporate status of the organization, i.e., incorporated as a 501(c)(3) organization.
- 3) Documentation that the proposer is in good financial standing and qualified to conduct business in California.
- 4) Financial support from other funding sources, excluding in-kind resources. (This contract should supplement existing funds and represent no more than 25 percent of the total budget of the lead organization. If the proposer wishes to go above this threshold, it must provide a justification.
- 5) Minimum of three years demonstrated experience in providing direct consumer assistance services relative to health coverage and health insurance in the region for which the organization is submitting a proposal.

The organization(s) must complete Attachment 4, Minimum Qualifications Certification, certifying that the Proposer satisfies all minimum qualifications and requirements. Failure to certify may result in the immediate rejection of the proposal.

#### **E. PROPOSAL REQUIREMENTS AND INFORMATION**

##### **1) Key Action Dates**

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Available to Prospective Proposers	September 26, 2012	
Proposer's Conference	October 3, 2012	1:00-2:00 p.m.
Proposal Submittal Deadline	October 19, 2012	4:00 p.m.
Proposal Opening	October 22, 2012	
Evaluations Completed (Anticipated)	November 2, 2012	
Notice of Intent to Award (Anticipated)	November 9, 2012	
Proposed Award Date	December 1, 2012	

**Note:** DMHC may modify this RFP prior to the Proposal Submittal Deadline above through the issuance of a formal addendum posted at <https://www.bidsync.com/>.

## 2) Optional Pre-Proposal Conference

- a) An optional pre-proposal conference is scheduled at the Department of Managed Health Care for purposes of discussing concerns regarding this RFP.

Time: 1:00 – 2:00 p.m.

Date: October 3, 2012

Location: Department of Managed Health Care  
980 9<sup>th</sup> Street, Suite 910 (Director's Conference Room)  
Sacramento, CA 95814

- b) In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may sign-in only for one (1) company.
- c) For potential proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided by the Department of Managed Health Care upon request. The proposer must call the Department of Managed Health Care at 916-445-1766 no later than the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for a reasonable accommodation.

## 3) Work Plan and Work Schedule Requirements

Organization(s) shall develop a work plan or schedule for task completion, and identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. Please list "Attachment 6" at the top of your Work Plan. The Work Plan must include the following:

- a) **Statement of Purpose** - Include a section that provides an overall statement of purpose for the project and a description of how this project fits into the mission of the organization(s).
- b) **Project Description** - Describe activities that will be undertaken to implement the seven tasks listed in Section C, Scope of Work, including a schedule of implementation milestones.
- c) **Geographic Reach** - Explain what types and to what extent services will be provided within the region. The proposal should explain how the organization will serve consumers throughout the entire region.
- d) **Language Capacity** - Explain how and to what extent services will be provided in languages applicable to the region's population.
- e) **References** - Provide three reference letters from the community which demonstrate that the organization has the knowledge and expertise in assisting consumers to obtain health care coverage in both private and public programs, and knowledge and expertise in federal, state and local laws relative to the rights of health plan members, including those in fully-insured plans, ERISA self-insured plans, non-federal, non-ERISA self-funded plans, and Medi-Cal managed care plans in California.
- f) **Project Personnel** – Provide a list of all key personnel who will be working on the project (for both the lead organization and any subcontractors), their titles, and attach their resumes.

**4) Cost Proposal Format and Requirements**

- a) Organization(s) must submit their fees in the format prescribed in Attachment 7, Cost Proposal. Any deviation from the prescribed format, which, in the opinion of the DMHC, is material, may result in the rejection of the proposal. The proposed cost shall include all fees and expenses for providing services described in this RFP. The successful organization(s) shall be compensated based only on actual services performed at the rates submitted on Attachment 7.
- b) Any reimbursement for necessary travel and per diem shall be paid in addition to the proposed hourly rate and shall not exceed the total agreement value. Travel shall be at rates not to exceed amounts paid to the State's non-represented employees under current State Department of Personnel Administration rules and shall be supported with receipts. Travel reimbursement information can be found at:

<http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees-menu.htm>.

- c) For each proposal submitted, the total cost of all tasks and milestones cannot exceed the specified amount for each region.
- d) All pricing shall remain firm and constant during the entire agreement term and any extensions.

**5) Submission of Proposal**

- a) Proposals should provide straight-forward and concise descriptions of the organization's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) Proposals must be submitted for the performance of all the services described in Section C, Scope of Work. Any deviation from the work specifications will not be considered and may cause a proposal to be rejected. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of any form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document, or excuse the proposer from full compliance with all requirements if awarded the agreement.
- c) All proposals shall include the documents identified in Attachment 2, Required Attachment Check List. Proposals not including the proper "required documents" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. All proposals must include the following Attachments:
  - i. Attachment 2, Required Attachment Check List
  - ii. Attachment 3, Proposal/Proposer Certification Sheet
  - iii. Attachment 4, Minimum Qualifications Certification
  - iv. Attachment 5, Debarment Certification Form
  - v. Attachment 6, Work Plan
  - vi. Attachment 7, Cost Proposal
  - vii. Attachment 8, Iran Contracting Act Certification
- d) An individual who is contractually authorized to bind the proposing firm shall sign Attachment 3, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- e) If the proposal is made under a fictitious name or business title, the actual legal name of the organization must be provided.

- f) Due to limited storage space and for copying purposes, the proposal package should be prepared in the least expensive method (i.e., cover page with a staple in upper left-hand corner, no elaborate bindings, etc.).
- g) All pages of the proposal shall have the following header and consecutive page numbering format in the upper right-hand corner:

(Firm's Legal Name)  
RFP # 12MC-SA004  
California Health Consumer Assistance Partnership, Region #

- h) One (1) original and four (4) copies of the original proposal in its entirety must be submitted. If submitting proposals for multiple regions, proposer must submit a separate proposal for each region. For instance, if the organization submits 2 proposals, one for Region 1 and one for Region 2, the organization shall submit to DMHC 1 original with 4 copies for Region 1 and 1 original with 4 copies for Region 2.
- i) The original proposal must be marked "Original" and the Region clearly identified. All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- j) The proposal box/envelope must list your firm's legal name and address, the RFP number and title, and must be marked "DO NOT OPEN" as shown in the following example, and shall be mailed or hand-delivered to:

(Firm's Legal Name) (Firm's Address)
<b>DO NOT OPEN</b>
RFP# 12MC-SA004, Consumer Assistance Services, Region #(s)
Department of Managed Health Care <b>Attn: Rose Deguchi</b> 980 – 9 <sup>th</sup> Street, Suite 500 Sacramento, CA 95814

- k) All proposals must be submitted under **sealed** cover and sent to the DMHC contact listed above by October 19, 2012 at 4:00 p.m. PDT. Proposals received after this date and time will not be considered. Proposals not submitted under sealed cover and marked as indicated may be rejected.
- l) When hand-delivering a proposal, be sure to ask the receptionist to date/time stamp the envelope immediately upon delivery. Proposals date/time stamped after the due date and time will not be accepted.
- m) An organization may modify a proposal after submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in Section E, Proposal Requirements and Information, item 1, Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) An organization may withdraw its proposal by submitting a written withdrawal request to the DMHC, signed by the proposer or an authorized agent for the firm. An organization may then

submit a new proposal prior to the proposal submission deadline. Subsequent to proposal submission deadline, proposals may not be withdrawn without cause.

- o) Organization(s) are cautioned not to rely on the DMHC during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Organization(s), before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- p) Organization agrees that, in submitting a proposal, it authorizes the DMHC to verify any or all claimed information, proprietary or non-proprietary, by any reasonable means, including on-site inspection and any references named in their proposal.
- q) Costs for developing proposals in anticipation of award of an agreement, are entirely the responsibility of the organization and shall not be charged to the DMHC.
- r) The DMHC reserves the right to reject all proposals and is not required to award an Agreement.
- s) No oral understanding or agreement shall be binding on either party.

**6) Disposition of Proposals**

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 2650, et. seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the DMHC.

**7) Evaluation Process and Criteria**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of the required information in conformance with the submission requirements of this RFP. A responsive proposal is one which meets or exceeds the requirements stated in this RFP.
- b) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of the DMHC, such information was intended to mislead the DMHC in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- c) Organizations wishing to claim any of the bid preferences shall submit the proper required certification documents and check the box next to the applicable Attachment number on "Attachment 2, Required Attachment Check List". Refer to the links in Section F, Preference Programs, in this RFP for information regarding these preference programs.
- d) An organization must receive a minimum of 49 points on their Stage 2 Evaluation, as demonstrated below, in order for the DMHC to consider their Cost Proposal.

**Evaluation Criteria are set as follows:**

**STAGE 1: Minimum Qualifications**

Proposals must first pass the Minimum Qualifications review. If the information and documentation supplied by the organization does not prove, support or substantiate the

claims made by the organization, the proposal will be deemed non-responsive and will not be eligible for further consideration.

**STAGE 2: Firm's Capacity to Perform the Contracted Services**

- a) All proposals passing the Minimum Qualifications Requirement will be evaluated and scored for their degree of responsiveness for each of the components mentioned below.
- b) An overall maximum of 70 possible points may be achieved in this stage and an overall minimum of 49 points must be achieved to be considered a responsive proposal. (A responsive proposal is one that meets the requirements stated in this RFP.)
- c) Proposals will be reviewed, evaluated and scored by an authorized Evaluation Committee. Evaluation of proposals will be based on the criteria shown as follows for each component; each component will be scored according to the degree of responsiveness present in the proposal being evaluated. A component score will not exceed the possible points shown for that component.

Component	Maximum Points
<b>1 - Statement of Purpose: (maximum 13 points)</b>	
<b>1A -</b> Does the proposal demonstrate an emphasis on providing consumer assistance in obtaining health coverage, in navigating health coverage systems, in resolving problems accessing care, in assistance with exercising grievance and appeal rights relative to internal and external health plan appeals in both public, private and group health plans; and in conducting local education and outreach regarding health care rights and the availability of local consumer assistance?	<b>10</b>
<b>1B -</b> Does the statement adequately tie the project into the organization's overall mission?	<b>3</b>
<b>2 - Project Description (maximum 47 points)</b>	
<b>Task 1 - Assisting Consumers:</b> Does the proposal demonstrate the ability to provide direct assistance to consumers related to health coverage (either in-person, via telephone, and/or via a website)? Does the proposal describe how the organization will respond to contacts from consumers, what levels of assistance will be provided for the resolution of health care coverage problems and what informational materials will be used, and how those materials will be disseminated? Does the proposal describe how the activities of this contract will be integrated into the other activities of the organization? Does the proposal describe how it can provide services in all threshold languages identified under the Medi-Cal program? Does the proposal describe whether the organization will have the ability to accept phone calls from consumers needing assistance between the hours of 8:00 am to 5:00 pm and have a method for returning phone calls within 24 hours if live calls or after-hour calls are overflowed to an answering machine?	<b>10</b>
<b>Task 2 - Referrals from CDI and DMHC Help Center :</b> Does the proposal include consumer-friendly and efficient referral procedures for DMHC and CDI Help Center agents to use in referring callers to the organization?	<b>3</b>
<b>Task 3 - Education and Outreach:</b> Does the proposal contain a plan for making consumers, employers, other advocates, local health plans, and/or local health care providers aware of the	<b>5</b>

organization's consumer assistance services and ensuring they are utilized? Does the plan also demonstrate how the organization will use its target group and local area expertise in designing and implementing the plan?	
<b>Task 4 - Materials and Training Development:</b> Does the proposal demonstrate the organization's capacity and experience in developing and maintaining training materials for its in-service staff that encompass all facets of consumer assistance services, with an emphasis on the services identified in Section B 1) Overview a, b and d of this request for proposal? Does the proposal demonstrate how trainings related to health coverage rights (including grievance and appeal rights) under private, employer-sponsored and publically-sponsored plans, including new rights as a result of health care reform in California will be delivered? Does the proposal demonstrate how training topics shall also include customer service, conflict resolution, crisis de-escalation, interpersonal and problem solving skills, cultural and linguistic awareness, Limited English Proficiency (LEP) population awareness, and sensitivity awareness of the Seniors and Persons with Disabilities (SPD) population?	<b>10</b>
<b>Task 5 - Data Collection and Reporting:</b> Does the proposal describe how the organization's data collection and reporting capabilities will meet the specific requirements outlined under this task?	<b>10</b>
<b>Task 6 - Reporting to the DMHC:</b> Does the proposal detail how the proposer will provide a monthly report to the DMHC? Will the report meet the DMHC criteria?	<b>4</b>
<b>Task 7 - Project Management:</b> Does the proposal demonstrate how each region will coordinate and collaborate with contractors in other regions on a state-wide basis? Does the proposal contain a plan for managing all program and fiscal components of the project using generally accepted management and financial standards, and for ensuring that invoices for payment and activity reports are submitted on a timely basis (monthly) in a format designated by the DMHC?	<b>5</b>
<b>3 - Geographic Reach:</b> Does the proposal provide services to the entire geographic region(s)?	<b>3</b>
<b>4 - References:</b> Does the proposal provide the requested reference letters?	<b>2</b>
<b>5 - Project personnel:</b> Do the resumes demonstrate the experience and knowledge needed to complete the tasks required?	<b>5</b>
<b>Total Possible Score</b>	<b>70</b>

### STAGE 3: Cost Proposal Evaluation and Scoring

The points for the Cost Proposal for each responsive organization shall first be adjusted before any of the preference programs for which they qualify and any DVBE incentive points. Refer to the links in Section F, Preference Programs, for information regarding preference programs and Section G, Disabled Veteran Business Enterprise (DVBE) Incentive Program, on how DVBE incentive points are calculated.

- a) The proposal work plan offering the lowest total cost proposal shall receive the maximum 30 cost points.
- b) Cost points for the remaining proposals shall be determined by applying the following formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Other Cost Proposal}} = \text{Factor}$$

$$\text{Factor} \times 30 (\text{max. cost points}) = \text{Cost Points for Other Organization}$$

For example:

Lowest Cost Proposal = \$75,000 divided by the other proposal: \$100,000 = 0.75

So:

0.75 X 30 = 22.50 cost points awarded to other proposal

Final calculations shall result in numbers rounded to two decimal places.

#### **STAGE 4: Total Points Calculation**

For all proposals achieving a passing score in Stage 2, DMHC will combine the organization's score earned in Stage 2 to the Proposer's cost points calculated in Stage 3 as follow:

$$\text{Total Points} = \text{Components Score} + \text{Cost Proposal Score}$$

Awards, if made, will be to the highest scored responsive proposal in each region. In the event of a precise tie, the winner shall be determined by a coin toss. Affected organizations will be contacted to participate in the coin toss.

<b>Evaluation Criteria</b>	<b>Maximum Possible Score</b>
<b>Components Evaluation (Stage 2)</b>	<b>70</b>
<b>Cost Proposal (Stage 3)</b>	<b>30</b>
<b>TOTAL POINTS</b>	<b>100</b>
<b>Preference Program(s) Points</b>	
<b>DVBE Incentive Points</b>	
<b>GRAND TOTAL POINTS</b>	

#### **8) Award and Protest**

- a) DMHC, in collaboration with CDI, intends to award between one to five agreements. Awards, if made, will be to the highest scoring proposal in each region or across all regions if one entity is proposing to cover all regions.
- b) Notice of the proposed award(s) shall be posted in the DMHC lobby at 980 – 9<sup>th</sup> Street, Suite 500, Sacramento, CA 95814 and at [www.dmhc.ca.gov](http://www.dmhc.ca.gov) for five (5) days prior to award of the agreement(s).



- c) If any organization, prior to award of the agreement(s), files a protest with the Department of Managed Health Care, 980 9<sup>th</sup> Street, Suite 500, Sacramento, CA 95814 and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) organization would have been awarded the agreement had the Department evaluated and scored their proposal as described in the RFP, the agreement(s) shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that any protest be sent by certified or registered mail.
- d) Within five (5) days after filing the initial protest, the protesting organization shall file with the Department of General Services, Office of Legal Services and the Department of Managed Health Care a detailed statement specifying the grounds for the protest.

#### **9) Agreement Execution and Performance**

- a) Performance shall start on the express date set by the DMHC and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the DMHC, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.
- b) Upon award of an agreement, Contractor must complete and submit the Payee Data Record (Std. 204 Form) to determine if the Contractor is subject to state income tax withholding pursuant to the California Revenue and Taxation Code Sections 18646 and 18662. This form is available at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed Std. 204 has been returned to the DMHC.
- c) The State's General Terms and Conditions (GTC) are not negotiable. The DMHC does not accept alternate agreement language from a contractor. A proposal with such language will be considered a counter proposal and will be rejected. The GTC 610 may be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language). If you do not have internet access, a hard copy of the GTC can be provided by contacting the person identified within this solicitation.
- d) Upon award of an agreement, Contractor must sign and submit the Contractor Certification Clauses (CCC 307) which are available at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).
- e) All performance under the agreement shall be completed on or before the termination date of the agreement.
- f) No oral understanding or agreement shall be binding on either party.

#### **F. PREFERENCE PROGRAMS**

The standard agreement language for the preference programs applied to this RFP can be found at the Internet web sites listed below:

- 1) Small Business Preference - [www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf).
- 2) Non-Small Business Subcontractor Preference – [www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf).
- 3) Target Area Contract Preference Act (TACPA) - <http://www.documents.dgs.ca.gov/pd/poliproc/tacpage.pdf>.
- 4) Enterprise Zone Act (EZA) – <http://www.documents.dgs.ca.gov/pd/poliproc/ezapage.pdf>.

- 5) Local Agency Military Base Recovery Area (LAMBRA) Act –  
<http://www.documents.dgs.ca.gov/pd/poliproc/lambrapage.pdf>.

## G. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE PROGRAM

Note: The DVBE participation requirement has been waived; however, the DVBE Incentive Program will apply for this solicitation.

Under California Code of Regulations (CCR) Title 2, Section 1896.99.100, the California DVBE Incentive provides responsive and responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing firm selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive may place the proposing firm in line for contract award.

The following are key elements of the DVBE Incentive Program:

- 1) The DVBE Incentive is applied during the evaluation process and is *only* applied to responsive proposals from responsible firms proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- 2) The DVBE Incentive participation is optional and at the discretion of the proposing firm.
- 3) When requesting the Incentive Application, proposing firms must complete and return the DVBE Incentive Application Request (Attachment 9) with their proposal at time of submission.
- 4) The Incentive is calculated by multiplying the solicitation's total points possible by the level of DVBE participation (%) identified by the proposing firm. This amount is then added to the proposer's total points to determine if they have the highest total score. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (2 CCR 1896.99.100 (d))
- 5) Services or commodities provided by the DVBE firm MUST meet the definition of a "Commercially Useful Function" (CUF) as defined under Government Codes 14837(d)(4) and Military and Veterans Code 999(b)(5)(B). A DVBE firm not meeting CUF regulations will render the proposing firm ineligible for the DVBE Incentive application.
- 6) The DVBE Incentive application will be based on the Highest Total Score Method and follows the guidelines identified below:
  - a) The Incentives shall not exceed 5%, nor be less than 1% of the total possible points, not including points for socioeconomic incentives or preferences. (2 CCR 1896.99.120 (b))
  - b) Incentive points are included in the sum of non-cost points, and are based on amounts of participation.

**SAMPLE:** Using the incentive scale below (Display is for illustration purposes only)

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% X 100 = 1
2% - 2.99% inclusive	2% X 100 = 2
3% - 3.99% inclusive	3% X 100 = 3
4% - 4.99% inclusive	4% X 100 = 4
5% and Higher	5% X 100 = 5

<b>SAMPLE RESULTS</b>	<b>FIRM A</b>	<b>FIRM B</b>	<b>FIRM C</b>
Responsive/Responsible	Yes	Yes	Yes
Total Points	80	87	85
Eligible Preference	SB	None	SB
SB Preference Points Applied	4.35	0	4.35
Subtotal	84.35	87	89.35
Rank	3	2	1
Confirmed DVBE Participation	None (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	0	5	2
Adjusted Points	84.35	92	91.35
New Rank	3	1	2

### Order of Evaluation

- i. Small Business Preference is calculated by multiplying the highest total points achieved by a Non-Small Business by 5% and adding the resulting calculation to the total points of the certified Small Business firm(s). In this sample, the calculation was based on 87 points x .05 resulting in 4.35 additional points added to the certified Small Businesses (A and C).
- ii. The DVBE Incentive points are factored by multiplying the DVBE participation (%) identified by the total possible points that could be awarded (100). This amount is then added to the firm's total points. In the sample above, Firm B had 5 additional points added (.05% x 100 total possible points) to their total points placing them first for award. Firm C received 2 Incentive points, but this was not enough to place them first for award).
- iii. Under the Highest Total Score Method, it is possible to displace a high point Certified Small Business with the Application of the DVBE Incentive.

## REGIONAL BREAK-DOWN OF AWARDS



## ATTACHMENT 2

### REQUIRED ATTACHMENT CHECK LIST

**Proposer's Name:** \_\_\_\_\_

**A complete proposal package will consist of all required items listed in the RFP as well as those identified below.** Place an "X" next to each Attachment that you are submitting to the State. For your proposal to be considered responsive, all Required Attachments must be submitted with this checklist on top.

Check List			
	<u>Attachment Number</u>	<u>Attachment Name/Description</u>	DMHC use only Confirmed
<b>Required Attachments</b>			
<input type="checkbox"/>	2	Required Attachment Check List	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	3	Proposal/Proposer Certification Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	4	Minimum Qualifications Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	5	Debarment Certification Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	6	Work Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	7	Cost Proposal	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	8	Iran Contracting Act Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If Applicable</b>			
<input type="checkbox"/> Yes or <input type="checkbox"/> N/A	9	DVBE Incentive Application Request	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes or <input type="checkbox"/> N/A	10	Darfur Contracting Act Certification	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes or <input type="checkbox"/> N/A	11	Small Business Preference	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes or <input type="checkbox"/> N/A	12	Non-Small Business Subcontractor Preference	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes or <input type="checkbox"/> N/A	13	Target Area Contract Preference Act (TACPA)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes or <input type="checkbox"/> N/A	14	Enterprise Zone Act (EZA)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes or <input type="checkbox"/> N/A	15	Local Agency Military Base Recovery Area (LAMBRA) Act	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**ATTACHMENT 3**

(Page 1 of 2)

**PROPOSAL/PROPOSER CERTIFICATION SHEET**

This sheet must be signed and returned along with all the Required Attachments and must bear an original signature of someone authorized to bind your firm contractually.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. <b>Signature</b>		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Certification (OSDC) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDC, if an application is pending:		

**ATTACHMENT 3**

(Page 2 of 2)

**Completion Instructions for Proposal/Proposer Certification Sheet**

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Indicate applicable license and/or certification information that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC.

## ATTACHMENT 4

### MINIMUM QUALIFICATIONS CERTIFICATION

The Proposer must substantiate that the firm satisfy each of the minimum qualifications, to DMHC's satisfaction, to be given further consideration for a contract award. The statement must contain sufficient information as prescribed to assure DMHC of its accuracy. Failure to provide complete information, based on DMHC's sole judgment, will result in the immediate rejection of the bid.

**Please indicate the page number where documentation for each minimum qualification is located in the proposal.**

- |  | Included in<br>Proposal                                  | Documentation<br>can be found<br>on: |
|--|--|--------------------------------------|
| 1) Documented history of having been in business in the targeted local geographic area for a minimum of five years.  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Page _____                           |
| 2) Documentation of the non-profit, corporate status of the organization, i.e., incorporated as a 501(c)(3) organization.  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Page _____                           |
| 3) Documentation that the proposer is in good standing and qualified to conduct business in California.  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Page _____                           |
| 4) Documentation of financial support from other funding sources, excluding in-kind resources. (This contract should supplement existing funds and represent no more than 25 percent of the total budget of the lead organization. If the proposer wishes to go above this threshold, a justification must be provided). | <input type="checkbox"/> Yes <input type="checkbox"/> No | Page _____                           |
| 5) Demonstrated experience for a minimum of three years in providing direct consumer assistance services relative to health coverage and health insurance in the region for which the organization is submitting a proposal.   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Page _____                           |

---

Proposer's Authorized Signature

---

Print Name

---

Title

---

Date



## ATTACHMENT 5

### DEBARMENT CERTIFICATION FORM

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 6**

WORK PLAN

## ATTACHMENT 7

### COST PROPOSAL

Proposers must submit their cost in the format prescribed below. The Cost Proposal must list an all-inclusive Blended Hourly Rate for each classification that will be billed for contracted services throughout the term of the Agreement. The Total Weighted Hourly Rate for Firm will be used to determine the Proposers' total Agency costs for scoring purposes. **Please round the "weighted per hour" rate for each classification and Total Weighted Hourly Rate for Firm to the nearest two (2) decimal places (i.e., \$10.536 should be noted as \$10.54).**

The hourly rates shall include all costs associated with personnel, fringe benefits, operating expenses, overhead, subcontracting, and all other miscellaneous costs to be incurred for all contracted services mentioned in Section C, Scope of Work.

Any reimbursement for necessary travel and per diem shall be in addition to the blended hourly rate, and shall be at rates not to exceed those amounts paid to the State's non-represented employees under current State Department of Personnel Administration rules and shall be supported with receipts.

All costs shall not exceed the budgeted amount for each region.

Proposer may modify position/classification titles as applicable:

A. Manager	\$_____ per hour	X	_____ % of project time	=	\$_____ weighted per hour
B. Senior Staff	\$_____ per hour	X	_____ % of project time	=	\$_____ weighted per hour
C. Journey Level Staff	\$_____ per hour	X	_____ % of project time	=	\$_____ weighted per hour
D. Administrative Staff	\$_____ per hour	X	_____ % of project time	=	\$_____ weighted per hour

Total % of project time of (A+B+C+D) should equal 100%

**Total Weighted Hourly Rate for Firm  
(A+B+C+D)**

**\$\_\_\_\_\_**

**ATTACHMENT 8**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2008)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your company/vendor name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		

## ATTACHMENT 9

### DVBE INCENTIVE APPLICATION REQUEST

Under the DVBE Incentive Regulations, CCR Title 2, Section 1896.99.100, I request the application of the DVBE Program Incentive to RFP 12MC-SA0004 to determine if my firm may be in line for bid award.

- a. I understand that the DVBE Incentive application will be applied using the "High Score Method" and cannot be used to achieve any applicable minimum point requirements.
- b. I understand the DVBE firm(s) selected must provide a "Commercially Useful Function" as required under Government Codes 14837(d)(4) and Military and Veterans Code 999(b)(5)(B).
- c. I understand I will be required to report my firm's DVBE activities quarterly to the DMHC Contract Unit.
- d. I understand that subsequent amendments to the contract may require continued use of the identified DVBE firm if that contract amendment adds additional funding for continued services.
- e. As the Proposing firm, I identify the following percentage of DVBE participation for this solicitation: \_\_\_\_ percent.

<b>SECTION A - PROPOSING FIRM INFORMATION</b>		
Firm Name:		
Firm Representative:	Title:	
Firm Address:		
City:	State:	Zip:
Firm Telephone:		
Firm Email Contact:		

<b>SECTION B - PROPOSED DVBE FIRM</b>		
DVBE Firm Name:		
Firm Representative:	Title:	
Firm Address:		
City:	State:	Zip:
Firm Telephone:	Firm Fax:	
Firm Email Contact:		
DVBE Certification:	DGS OSDS No.:	Date of Expiration:
Services to be Performed:		

#### Proposer Instructions:

1. Complete information in Section A.
2. Fax this form to DVBE firm(s) to complete Section B.
3. Instruct the DVBE firm(s) to provide a copy of their DGS Office of Small and DVBE Services Certification.
4. This form must be included with your proposal to be considered for the DVBE Incentive application.

## ATTACHMENT 10

### DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

#### **OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

#### **OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

## **ATTACHMENT 11**

### **SMALL BUSINESS PREFERENCE**

Small Business Preference can be accessed online at:  
[www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf).

## **ATTACHMENT 12**

### **NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE**

Non-Small Business Preference can be accessed online at:  
[www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/sbregs.pdf).

## **ATTACHMENT 13**

### **TARGET AREA CONTRACT PREFERENCE ACT (TACPA)**

Target Area Contract Preference Act (TACPA) can be accessed online at:  
<http://www.documents.dgs.ca.gov/pd/poliproc/tacpage.pdf>.

## **ATTACHMENT 14**

### **ENTERPRISE ZONE ACT (EZA)**

Enterprise Zone Act (EZA) can be accessed online at:  
<http://www.documents.dgs.ca.gov/pd/poliproc/ezapage.pdf>.

## **ATTACHMENT 15**

### **LOCAL AGENCY MILITARY BASE RECOVERY AREA (LAMBRA) Act**

Local Agency Military Base Recovery Act (LAMBRA) can be accessed online at:  
<http://www.documents.dgs.ca.gov/pd/poliproc/lambrapage.pdf>.

**I. SAMPLE AGREEMENT**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>12MC-SA004</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Managed Health Care**

CONTRACTOR'S NAME

2. The term of this Agreement is: \_\_\_\_\_ or on approval, whichever is later, through \_\_\_\_\_

3. The maximum amount \$ \_\_\_\_\_ of this Agreement is: \_\_\_\_\_

4. The parties agree to comply with the terms and conditions of the following Exhibits, which are by this reference made a part of the Agreement.

<b>Exhibit A - Scope of Work</b>	<b>XX Page(s)</b>
<b>Exhibit B - Budget Detail and Payment Provisions</b>	<b>XX Page(s)</b>
<b>Exhibit C*- General Terms and Conditions</b>	<b>GTC 610</b>
<b>Exhibit D - Special Terms and Conditions</b>	<b>XX Pages</b>
<b>Exhibit E - Additional Provisions</b>	<b>XX Pages</b>
<b>Exhibit F - Information Security, Integrity and Confidentiality Terms and Conditions</b>	<b>XX Pages</b>
<b>Attachment I. Information Security and Confidentiality Statement (for Contractors)</b>	<b>2 Pages</b>
<b>Attachment II. Information Security and Confidentiality Statement (for Employees, Agents and Subcontractors)</b>	<b>1 Page</b>
<b>Exhibit G - Resume</b>	<b>XX Pages</b>

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Managed Health Care**

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Debbie McKinney, Deputy Director, Administrative Services**

ADDRESS

**980 – 9<sup>th</sup> Street, Suite 500, Sacramento, CA 95814**

**California Department of General  
Services Use Only**

☐ Exempt per:



**EXHIBIT A**

**SCOPE OF WORK**

**(FINAL DETAILS TO BE ADDED UPON AGREEMENT AWARD)**

**A. SCOPE OF WORK**

1. Contractor agrees to provide consumer assistance services as described herein.

See Section C, Scope of Work

2. The services shall be performed statewide, during normal business hours, Monday through Friday.
3. The Contract Managers during the term of this Agreement will be:

Department of Managed Health Care	Contractor:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

The parties may change their Contract Managers upon providing ten (10) days written notice to the other party.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the DMHC Agreement Number and dates services were performed, and shall be submitted in duplicate not more frequently than monthly in arrears to:

Department of Managed Health Care  
Accounting Office  
980 – 9<sup>th</sup> Street, Suite 500  
Sacramento, CA 95814

- C. In addition to the DMHC Agreement Number, invoices shall contain the following information:
  - 1. Time period covered;
  - 2. Work completed for the period shall be identified (detailed statement of services);
  - 3. Total amount due, which includes all costs incurred by the Contractor under the terms of this Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Budget**

- A. The amount of this Agreement shall not exceed \$\_\_\_\_\_.
- B. Rates shall be as follows:

Insert Budget breakdown here

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

General Terms and Conditions can be viewed online at:  
[www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. RESOLUTION OF DISPUTES:**

Notwithstanding the General Terms and Conditions (Exhibit C), and in compliance with Public Contract Code 10381, DMHC adds:

Contractor should first discuss the problem informally with the Department of Managed Health Care (DMHC) Contract Manager. If the problem cannot be resolved at this stage, Contractor must direct the grievance together with any evidence, in writing, to the DMHC program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for Contractor's position and the remedy sought. The program Section Chief must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The program Section Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the program Section Chief's decision, Contractor may appeal to the next level.

Contractor must prepare a letter indicating why the program Section Chief's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents along with a copy of the program Section Chief's response. This letter shall be sent to the DMHC Assistant Deputy Director or designee in which the Section is organized within ten (10) working days from receipt of the program Section Chief's decision. The Deputy Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement that should be paid to the Contractor shall be subject to the disputes process under this section. (Public Contract Code (PCC) Sections 10240.5, 10381, 22200, et seq.)

**2. RIGHTS IN DATA:**

The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so, on its behalf. If any Deliverable Work set forth in the Scope of Work is copyrightable, the Contractor, through this Agreement transfers ownership of that copyright to the State, and the State may, as an illustration but not a limitation, reproduce, publish, and use such work, or any part thereof, and authorize others to do so (40 CFR 31.34, 31.36). The State grants Contractor a royalty-free, nonexclusive, nontransferable, irrevocable license to reproduce, publish and prepare derivative works of the copyrightable work, for noncommercial research and noncommercial educational purposes.

Any material that does not conform to the requirements of this Agreement may be rejected by the State at its discretion. Notice of such a rejection shall be given to the Contractor by the State within ten (10) days of receipt of the materials, and final payment shall not be made for such material until substantial compliance has been obtained within the time and manner determined by the State.

3. PROPERTY ACQUISITIONS:

Title to the equipment purchased or built from these funds will vest in the State unless otherwise specified. Upon termination of this Agreement, the State may:

- a. Request that such equipment be returned to the State with costs incurred by the Contractor for such return being reimbursed by the State.
- b. Authorize the continued use of such equipment for work to be performed under a different agreement.

The State may, at its option, repair any damage, or replace any lost or stolen items, and deduct the cost thereof from the Contractor's invoice to the State, or require the Contractor to repair or replace any damaged, lost or stolen equipment to the satisfaction of the State, with no expense to the State. In the event of theft, a police report must be filed immediately, in accordance with the State Administrative Manual Section 2625.

The Contractor shall maintain an inventory record for each piece of nonexpendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, and model identification (on purchased equipment), and any other information or description necessary to identify said equipment. The inventory records shall also include the location or section to which each piece of equipment is assigned. Nonexpendable equipment so inventoried shall be those items of equipment which have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$500 shall be inventoried. A copy of the inventory record shall be submitted to the State upon request, and shall not be submitted more frequently than annually.

4. CONTRACTOR'S RIGHTS AND OBLIGATIONS:

Public Contract Code Sections 10335-10381 contain language describing the Contractor's duties, obligations, and rights under this Agreement. By signing this Agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of the Public Contract Code.

As required by Public Contract Code Section 10371(e)(2), resumés attached hereto and by this reference are incorporated herein.

5. CONTRACTOR EVALUATION:

The Contractor's performance under this Agreement shall be evaluated within sixty (60) days after completion. For this purpose a form designated by the Department of General Services (the "Contract/Contractor Evaluation," Form STD. 4) shall be used. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, Contract Manager shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, the Contract Manager shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send statement to the Contract Manager and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the Contract Manager's file and at the Department of General Services. (PCC 10369)

6. DISCLOSURE REQUIREMENTS:

The Contractor shall acknowledge the support of DMHC when publicizing the work performed under this Agreement. Materials developed with contract funds shall contain an acknowledgement of the use of State funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of DMHC.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.

The Contractor shall include in each of its subcontracts for work under this Agreement a provision which incorporates the requirements stated within this Section.

7. LICENSES AND PERMITS:

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a contractor located within the state of California, a business license from the city/county in which you are headquartered is necessary. However, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the state of California, you will need to submit a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license expires at any time during the term of this Agreement, Contractor agrees to provide the State with a copy of the renewed license within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

8. TRAVEL AND PER DIEM:

Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's non-represented employees under current State Department of Personnel Administration rules and shall be supported with receipts.

All out-of-state travel by the Contractor for purposes of this Agreement is subject to prior written approval by the DMHC Contract Manager specified in this Agreement.

9. INSURANCE REQUIREMENTS:

When Contractor submits a signed agreement to the State, Contractor shall furnish a certificate of insurance, stating that there is liability insurance presently in effect of not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined.

The Certificate of Insurance will include provisions a, b, and c in their entirety:

- a. The insurer will not cancel insured's coverage without 30 days prior written notice to the state.
- b. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as operations under this Agreement are concerned.

- c. The State will not be responsible for any premiums or assessments on the policy. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates or insurance are subject to the approval of the Department of General Services and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

The State will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance.

#### Automobile Liability

Contractor shall maintain commercial auto liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, an MCS-90 endorsement is required.

#### Commercial General Liability

Contractor, along with any of its subcontractors engaged to perform work pursuant to this Agreement, shall maintain Commercial Liability insurance with limits of at least \$2,000,000 covering any damages caused by an error, omission, or negligent act of the Contractor in connection with the work provided such claims arise during the period commencing upon the preparation of the project work documents and ending 5 years following substantial completion.

#### Workers' Compensation

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and Contractor agrees to comply with such provisions before commencing performance of the work of this Agreement.

By signing this Agreement, Contractor hereby warrants that it carries Workers' Compensation insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor are defined as independent contractors, this clause does not apply.

#### 10. TERMINATION WITHOUT CAUSE:

Notwithstanding GTC termination clause, DMHC adds the following:

The DMHC may terminate this Agreement for any or no reason whatsoever, upon giving the Contractor thirty (30) calendar days prior written notice.

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- (a) Stop work on the date specified in the notice;
- (b) Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- (c) Terminate all orders and subcontracts;
- (d) Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- (e) Deliver or make available to the DMHC all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

**11. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:**

By signing this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**12. BACKGROUND INVESTIGATION:**

Due to the nature of the services to be performed, the DMHC reserves the right to conduct a thorough background investigation of the Contractor, its agents, subcontractors and individual employees who will have access to medical information as part of their duties under this Agreement; and reserves the right to disapprove any individual from performing under the scope of this Agreement. This background investigation includes fingerprinting and a California Department of Justice criminal record check. Each Contractor, agent, subcontractor and individual employee who is to perform services under this Agreement must voluntarily consent to a background investigation. Fingerprint rolling fees and background investigation costs will be borne by the Contractor, payable at time of fingerprinting. Previous clearances and/or investigations conducted by other agencies will not be accepted as an alternative to the DMHC's background investigation. It is the Contractor's responsibility to notify the DMHC when an employee working under this Agreement is terminated, not hired or reassigned to other work.

Per Government Code Section 1041, pre-employment background investigations shall be required of contract employees whose duties include or would include access to medical information. The pre-employment background investigation will consist of fingerprinting and an inquiry to the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). Investigations are conducted to ascertain whether a contract employee has any state or federal convictions, or is currently released from custody on bail or on their own recognizance pending trial, of a crime of "moral turpitude".

**13. CONFLICT OF INTEREST:**

No Contractor shall participate in the making of, or in any way attempt to influence, a decision in which the Contractor knows, or has reason to know, that it has a financial interest. The Contractor shall notify the DMHC Contract Manager immediately in writing if the Contractor has a potential, or actual, conflict of interest relating to this Agreement.

The Contractor shall abide by the provisions of Government Code Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq.



and 10410 et seq., California Code of Regulations, Title 2, Section 18700 et seq., and the DMHC Incompatible Activities Policy.

Each of the Contractor's employees assigned to the DMHC project shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement.

The Contractor shall have a continuing duty to disclose to the DMHC, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the DMHC timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

14. PROHIBITION OF FOLLOW-ON CONTRACTS:

No Contractor or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. (PCC 10365.5)

15. POTENTIAL SUBCONTRACTORS:

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. Although the State shall have no obligation to pay any moneys directly to any subcontractor, the Contractor is encouraged to make timely payment to its subcontractors under all applicable State laws, rules and regulations.

16. APPROVAL OF SUBCONTRACTS:

The Contractor shall adhere to the rules governing subcontracting as set forth in the subcontracting Fair Practices Act, commencing with Public Contract Code Section (PCC) 4100. Subcontractor substitutions also shall be in accordance with the above and shall require the approval of the Contract Manager. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action.

17. SUBSTITUTION OF SUBCONTRACTORS/STAFFING:

Upon Agreement award, Contractor must use the subcontractors and/or suppliers which they proposed in their bid submittal to the State unless a substitution is requested in writing for approval by the State's Contract Manager. The request for substitution may not be used as an excuse for non-

compliance with any other provision of State or federal law including, but not limited to subletting and subcontracting.

18. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- Acts of God or of the public enemy, and
- Acts of the federal or State government in either its sovereign or contractual capacity

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

19. PROGRESS REPORTS:

Contractor shall submit progress reports to the State representative (Contract Manager) as required, describing work performed, work status, work progress, difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor to be reimbursed by invoicing, in detail, all costs and charges with Contract Number and sending to designated address.

20. AUDIT:

Notwithstanding the Audit clause in Exhibit C, the Contractor is required under this Agreement to keep records for five years after final payment unless a longer period of records retention is stipulated in writing by the State.

21. LEGAL CLAUSE:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10/5 of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining award of future contracts with the State for legal services.

22. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

**EXHIBIT E**

**ADDITIONAL PROVISIONS**

**AGREEMENTS FUNDED BY THE FEDERAL GOVERNMENT:**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Years covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
4. The department has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.
5. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**EXHIBIT F**

**INFORMATION SECURITY, INTEGRITY, AND CONFIDENTIALITY**

Where access to personal<sup>[1]</sup>, confidential<sup>[2]</sup>, and/or sensitive<sup>[3]</sup> information assets<sup>[4]</sup> (hereafter, collectively referred to as Confidential Information) is required in the performance of this Agreement for the Department of Managed Health Care (Department); or access to such information is not required but physical access to facilities or computer systems is required and such access presents the potential for incidental access and/or inadvertent disclosure of such information, Contractor agrees to the following:

1. General Confidentiality of Data Provision: Contractor shall protect all Confidential Information from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement. No reports, information, discoveries or data obtained, assembled or developed by Contractor in the performance of this Agreement may be released, published or made available to any individual or entity without prior written approval from the Department. Contractor shall retain as confidential all work performed under this Agreement, recommendations and/or reports made to the Department, and all discussions between Contractor and Department staff, including all communications, whether oral, written or electronic. The Department may deem non-confidential part or all of the work or other information referenced in this Paragraph without prior permission of Contractor.
2. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision, including but not limited to information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et.seq.).
3. Contractor shall not, except as authorized or required by his or her duties by law, reveal or divulge to any person or entity any of the Confidential Information concerning the Department and its affiliates which becomes known to him or her during the term of this Agreement.
4. Contractor shall keep confidential all Confidential Information entrusted to him or her and shall not use or attempt to use any such Confidential Information in any manner which may injure or cause loss, either directly or indirectly, to the Department.
5. Contractor shall comply, and shall cause its agents, subcontractors and individual employees to comply, with such directions as the Department shall make to ensure the safeguarding or confidentiality of all its resources.

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<sup>[1]</sup> Information that identifies or describes an individual, including but not limited to, name, social security number, physical description, home address, home telephone number, education, financial account numbers, employment history and individually identifiable health information. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

<sup>[2]</sup> Information that is exempt from disclosure under the provisions of the California Public Records Act (GC 6250-6265) or other applicable state or federal laws. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

<sup>[3]</sup> Information, either public or confidential, maintained by the Department that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information includes, but is not limited to, records of the Department's financial transactions and regulatory actions. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

<sup>[4]</sup> All categories of automated information, including but not limited to records, files, statistics and databases; and information technology facilities, equipment (including personal computer systems), and software owned or leased by the Department. (See California State Administrative Manual, section 5300.4.)

6. The Department reserves the right to require that, prior to commencing work on this contract, Contractor, its agents, subcontractors and individual employees who will be involved in the performance of this Agreement, sign an information security and confidentiality statement, in a form to be provided by the Department. In such cases, Contractor shall attest that its agents, subcontractors and individual employees who will be involved in the performance of this Agreement are bound by terms of a confidentiality agreement with Contractor similar in nature to this statement.
7. Contractor shall immediately notify the Department when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this Paragraph, immediately is defined as within 2 hours of discovery. The Department contact for such notification is as follows:

Debra Booth  
Department of Managed Health Care  
980 9<sup>th</sup> Street, Suite 500  
Sacramento, CA 95814

916-323-7908 Phone  
916-322-0662 FAX

Contractor shall furnish written notification of the discovery, including a description of the nature of the breach or potential breach in security, in a form to be provided by the Department, to the Department contact within 48 hours of Contractor's discovery.

8. Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) that Contractor will use in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied appropriately to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
9. Whenever Contractor utilizes non-State issued equipment in the performance of this Agreement, Contractor agrees, in addition to Paragraphs 1 through 8 above, to:
  - a. Access and use Confidential Information only for performing Agreement duties for the Department;
  - b. Install encryption technology on all equipment, including but not limited to, personal laptops, computers, handheld devices, and removable storage devices; e.g., flash drives, CDs, and DVDs;
  - c. Store and transmit Confidential Information using encryption technology;
  - d. Pay all costs associated with complying with the encryption requirements within this section whenever utilizing non-State issued equipment;
  - e. Have fully functional and operating encryption technology in place prior to commencing work on this Agreement;
  - f. Set the lock computer feature on personal laptops or PCs to automatically engage after no more than 15 minutes of keyboard and/or mouse inactivity;
  - g. Not remove Confidential Information from any Department-controlled work area without prior authorization from Department staff authorized to provide such authorization; and
  - h. Consent to the Department's monitoring of Contractor's activities involving use of the Department's systems, applications and/or network.

(Notes follow on page 2)

## NOTES

- <sup>1</sup> Information that identifies or describes an individual, including, but not limited to, name, social security number, physical description, home address, home telephone number, education, financial account numbers, employment history and individually identifiable health information. (See California State Administrative Manual, sections 5300.4 and 5320.5.)
- <sup>2</sup> Information that is exempt from disclosure under the provisions of the California Public Records Act (GC §§6250-6265) or other applicable state or federal laws. (See California State Administrative Manual, sections 5300.4 and 5320.5.)
- <sup>3</sup> Information, either public or confidential, maintained by the Department that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information includes, but is not limited to, records of the Department's financial transactions and regulatory actions. (See California State Administrative Manual, sections 5300.4 and 5320.5.)
- <sup>4</sup> All categories of automated information, including but not limited to records, files, statistics and databases; and information technology facilities, equipment (including personal computer systems), and software owned or leased by the Department. (See California State Administrative Manual, section 5300.4.)

## ATTACHMENT II

### INFORMATION SECURITY AND CONFIDENTIALITY STATEMENT (for Employees, Agents and Subcontractors)

As an employee, agent or subcontractor of \_\_\_\_\_, I understand that, while performing my duties under Agreement number \_\_\_\_\_ with the California Department of Managed Health Care (Department), I may have access to personal<sup>1</sup>, confidential<sup>2</sup>, and/or sensitive<sup>3</sup> information assets<sup>4</sup> as well as documents. I agree to protect these assets and documents from unauthorized (accidental or intentional) access, modification, destruction, or disclosure. Moreover, I agree to safeguard the integrity of the Department's information assets and documents and preserve them for their intended purpose, including the availability, accuracy, and completeness of information systems and the data maintained within those systems.

Special precautions are necessary to protect the Department's information assets. As such, **I agree to comply with all State and Federal law and policy regarding use of information assets and agree to:**

- Access and use information assets only for performing duties pursuant to Agreement number \_\_\_\_\_ with the Department;
- Store and transmit information assets in accordance with the Department's information security practices, including, but not limited to, using encryption technology;
- Maintain security patches and upgrades, and keep virus software up-to-date on all systems on which the information assets may be used;
- Set the lock computer feature on personal laptops or PCs to automatically engage after no more than 15 (fifteen) minutes of keyboard and/or mouse inactivity;
- Never access information assets for illegal use, personal interest or advantage;
- Never show, disclose or discuss information assets to or with unauthorized persons;
- Never remove information assets from any Department-controlled work area without authorization; and
- Notify my supervisor/manager under this Agreement immediately if I discover that there may have been a breach in security involving these information assets.

*I understand that my activities involving the Department's information assets may be monitored. I give express consent to such monitoring. I certify that I have read, understand and will comply with this Information Security and Confidentiality Statement.*

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<sup>1</sup> Information that identifies or describes an individual, including, but not limited to, name, social security number, physical description, home address, home telephone number, education, financial account numbers, employment history and individually identifiable health information. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

<sup>2</sup> Information that is exempt from disclosure under the provisions of the California Public Records Act (GC §§6250-6265) or other applicable state or federal laws. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

<sup>3</sup> Information, either public or confidential, maintained by the Department that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information includes, but is not limited to, records of the Department's financial transactions and regulatory actions. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

<sup>4</sup> All categories of automated information, including but not limited to records, files, statistics and databases; and information technology facilities, equipment (including personal computer systems), and software owned or leased by the Department. (See California State Administrative Manual, section 5300.4.)